



THE CITY OF SAN DIEGO
CITY MANAGER'S REPORT

DATE ISSUED: June 21, 2000

REPORT NO: 00-134
RA-00-12

ATTENTION: Honorable Mayor and City Council
Honorable Chair and Members of the Redevelopment Agency
Agenda of June 26, 2000

SUBJECT: Disposition and Development Agreement for the
Naval Training Center (NTC) Redevelopment Project

SUMMARY

Issues - Should the City Council and Redevelopment Agency:

- 1) Certify that the information contained in the Environmental Secondary Study (ESS) for the McMillin Disposition and Development Agreement has been completed in compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines and that said ESS reflects the independent judgement of the Redevelopment Agency and City Council of the City of San Diego as Lead Agency; state for the record that the final ESS has been reviewed and considered prior to approving the project; and adopt the Mitigation Monitoring and Reporting Program?
- 2) Authorize the Executive Director, or designee, to execute a Disposition and Development Agreement (DDA) with McMillin-NTC, LLC ("McMillin") for the redevelopment and reuse of the Naval Training Center, and to carry out all actions necessary to implement the DDA?
- 3) Authorize the City Manager/Executive Director, or designee, to execute the Cooperation Agreement between the Redevelopment Agency and the City of San Diego and to carry out all actions necessary to implement the Cooperation Agreement?
- 4) Authorize the City Manager/Executive Director, or designee, to execute the NTC Park Improvement Agreement between the Agency, McMillin and the City of San Diego and to carry out all actions necessary to implement the Park Improvement Agreement?

5) Authorize the City Manager to execute the Interim Lease between the City of San Diego and NTC Property Management, LLC for the interim management and leasing of the City-owned portion of NTC and to carry out all actions necessary to implement the Interim Lease?

Manager's Recommendation -

That the Redevelopment Agency:

- 1) Certify that the information contained in the Environmental Secondary Study (ESS) for the DDA has been completed in compliance with CEQA and the State CEQA Guidelines and that said ESS reflects the independent judgement of the Redevelopment Agency of the City of San Diego as Lead Agency; state for the record that the final ESS has been reviewed and considered prior to approving the project; and adopt the Mitigation Monitoring and Reporting Program.
- 2) Authorize the Executive Director to enter into a Disposition and Development Agreement with McMillin for the redevelopment and reuse of the Naval Training Center, and to carry out all actions necessary to implement the DDA.
- 3) Authorize the Executive Director, or designee, to execute the Cooperation Agreement between the Redevelopment Agency and the City of San Diego and to carry out all actions necessary to implement the Cooperation Agreement.
- 4) Authorize the Executive Director, or designee, to execute the NTC Park Improvement Agreement between the Agency, McMillin and the City of San Diego and to carry out all actions necessary to implement the Park Improvement Agreement.

That the City Council:

- 1) Certify that the information contained in the Environmental Secondary Study (ESS) for the DDA has been completed in compliance with CEQA and the State CEQA Guidelines and that said ESS reflects the independent judgement of the Council of the City of San Diego as Lead Agency; state for the record that the final ESS has been reviewed and considered prior to approving the project; and adopt the Mitigation Monitoring and Reporting Program.
- 2) Consent to the Redevelopment Agency entering into the DDA with McMillin for the redevelopment and reuse of the Naval Training Center, and to carry out all actions necessary to implement the DDA.

3) Authorize the City Manager, or designee, to execute the Cooperation Agreement between the Redevelopment Agency and the City of San Diego and to carry out all actions necessary to implement the Cooperation Agreement.

4) Authorize the City Manager, or designee, to execute the NTC Park Improvement Agreement between the Redevelopment Agency, McMillin and the City of San Diego and to carry out all actions necessary to implement the Park Improvement Agreement.

5) Authorize the City Manager, or designee, to execute the Interim Lease between the City of San Diego and NTC Property Management, LLC for the interim management of the City-owned portion of NTC and to carry out all actions necessary to implement the Interim Lease.

Other Recommendations - On June 14, 2000, the 18-member NTC Citizen's Implementation Advisory Committee voted 8-0-2 to recommend that the San Diego Community College District be designated as the educational institution to occupy Building 83, while allowing the Community College District to work with other educational users to share the building.

Fiscal Impact - Fiscal impacts to the City/Redevelopment Agency can be defined as potential benefits and risks.

- C McMillin will provide up to \$4.2 million for landscaping, maintenance, and security to cover any costs not covered by interim leases. The \$4.2 million will be available from the time of execution of the DDA, until the time that McMillin takes title to the last parcel (approximately year 2009). The City/Agency is liable for costs not covered by interim leases in the event the \$4.2 million runs out.
- C The Redevelopment Agency will receive 50 percent of net profits (estimated at \$1.7 million) from the development, in approximately year 2009.
- C The Agency will receive all the annual property tax increment revenue, estimated at \$2.2 million at build-out (approximately year 2009), plus an additional \$900,000 for the construction of low and moderate income housing.
- C McMillin is required to post Performance Bonds to secure completion of the Vertical and Horizontal Improvements described in the DDA. In addition, a \$1 million deposit is required at the time of execution of the DDA to secure against a breach of contract that is not secured by Performance Bonds.
- C The City will receive an unknown amount of sales tax revenue from commercial development and transient occupancy tax (TOT) revenue from hotel development. TOT is anticipated to be generated in the final years of the project (approximately year 2009).

- C No property tax increment or transient occupancy tax (TOT) has been pledged to the developer to assist in financing the improvements described in the DDA. Fiscal risks borne by the Agency/City could occur if the Agency/City Council determines that additional improvements (defined as “Additional City-Imposed Requirements”) are desirable beyond those described in the Reuse Plan and Appendix I (Attachment 11). If this should occur, then McMillin will advance the funds for these improvements and be reimbursed by Agency.
- C McMillin will provide environmental liability insurance valued at \$50 million, which will protect the City from liability against claims, subject to a \$100,000 deductible. Payment of the deductible could be an Agency/City responsibility or a McMillin responsibility, depending on which party is responsible for the claim. If the \$50 million limit of liability is expended, McMillin and the Agency may increase the limit by up to an additional \$50 million. The premium cost would be split between the Agency and McMillin proportionally based on the policy liability limit which has been used by the two parties.
- C McMillin will provide the financing necessary to implement the NTC Reuse Plan as described in the DDA, which may include a Community Facilities District for financing public improvements, if approved by the City Council. McMillin is required to develop the property in accordance with the Reuse Plan and as further described in Appendix I, entirely at their expense. The Agency/City is not required to share in the cost of the improvements necessary to implement the Reuse Plan.
- C Upon execution of the Exclusive Negotiating Agreement in July 1999, McMillin gave the Agency \$250,000 to offset a portion of the Agency’s costs in negotiating the DDA. In addition, McMillin provided \$500,000 for a portion of the Agency’s costs in preparing the economic development conveyance application and other project costs.
- C The City will incur costs related to the operation and maintenance of the park area as a result of the park improvements. However, because the park design has not been finalized, costs are unknown at this time.

The Agency will purchase NTC from the City for \$8.3 million. This Agency payment to the City is deferred until sufficient property tax increment revenues are available after the Agency's obligations under the DDA (if any), repayment of bond debt, and improvements required by the Redevelopment Plan and Reuse Plan have been met. The Agency's debt to the City will be repaid with eight percent interest compounded annually [DDA Attachment 21 sections 1.3, 1.4 page 000567]. Pursuant to the terms of Cooperation Agreement, the Agency will repay the City for all City funds advanced and all assistance and services provided for the project, if property tax increment funds are available.

A foundation is being established to manage the Civic, Arts and Cultural Center. McMillin will provide \$2 million in seed money toward the establishment and management of the foundation. The City, at its option, can receive rent-free use of

10,000 square feet of office space from the foundation for use by City departments after paying for/reimbursing the rehabilitation costs for that office space. If the City elects to enter into a lease, the City will also participate in common-area maintenance obligations that may be required of other tenants in the Civic, Arts and Cultural Center. There are no fiscal impacts with approval of the DDA. At the appropriate time, the City can negotiate the terms of the lease with the Foundation and return to the City Council for consideration [DDA section 1.8 g. (4) page 00048].

BACKGROUND

In 1993, the Federal Base Closure and Realignment Commission (BRAC) recommended closure of the Naval Training Center (NTC) in San Diego. At the time, the City of San Diego was designated as the Local Redevelopment Authority for the reuse of NTC. On April 29, 1997, the City Council approved and adopted the Naval Training Center as a Redevelopment Project Area. On April 30, 1997, NTC ceased its military function and went into Navy “caretaker” status. The base remained in this status until the property was conveyed to the City on May 30 of this year.

On June 8, 1998, the Rules Committee directed staff to issue, after four years of community involvement and public outreach, a final Reuse Plan and EIS/EIR. Both documents were approved by the City Council on October 20, 1998. The Reuse Plan designates a number of different land uses for NTC, including residential uses (350 dwelling units) on the 37 acres that are outside the high noise impact area of Lindbergh Field and outside the area restricted by the tidelands trust; 435,000 square feet of educational use in the area that the Navy used for training; multiple uses within the historic district of NTC, including 387,000 square feet of commercial use and approximately 300,000 square feet of civic, institutional and arts uses; office/research and development on about 22 acres, including 380,000 square feet of new construction; improvement of a 40-acre park, open space, and recreation uses; two hotels; a police and fire training facility; a Metropolitan Wastewater laboratory; and retention of the Sail Ho golf course (Attachment 8). The police and fire training facility and the wastewater laboratory are not covered by the proposed Disposition and Development Agreement.

In August 1998, the City issued a Request for Qualifications/Request for Proposals for a master developer to implement the Reuse Plan. On June 22, 1999, the Agency authorized the Executive Director to negotiate a Disposition and Development Agreement with the McMillin Company for the redevelopment and reuse of NTC.

DISCUSSION

DISPOSITION AND DEVELOPMENT AGREEMENT

In selecting the McMillin Company as master developer, the City Council directed staff to obtain assurances in five general categories: Completion of the Project, Public Benefit, Financial Liability, Profit Split, and Tax Revenues (Attachment 2). The Agency negotiating team structured the transaction (Attachment 3) so that these assurances would be provided.

The physical improvements required in the DDA fall into two general categories: Horizontal Improvements and Vertical Improvements. Horizontal Improvements are utility and public infrastructure improvements, including streets. Vertical Improvements include rehabilitation of existing buildings, new building construction, and landscaping.

The following analysis describes the Agency objectives in greater detail and outlines how the DDA has been negotiated to meet these objectives.

Completion of the Project

Objective: Assure completion of the redevelopment of NTC in accordance with the Reuse Plan, require a commitment for completion of the project by the master developer, and protect against the master developer completing only the most profitable parcels.

Proposal: Included in the DDA is a series of safety nets to ensure completion of the project and to ensure that the most profitable portions of the project (housing, hotels, office/R&D) are phased in with and tied to completion of the more challenging portions of the project (historic core rehabilitation and occupancy, improvement of the educational core, and development of the park). Prior to conveying any parcel to McMillin, a series of conditions described in the DDA as “Phase Three Conditions Precedent” [DDA section 1.2 page 000021] must be satisfied. The Schedule of Outside Performance Dates [DDA Attachment 3 page 000158] establishes the construction deadlines. The Phase Three conditions and the performance schedule require financial assurances and commitments from the developer to complete the project. The financial assurances must be provided prior to McMillin receiving an interest in the property. Final Maps must be recorded, Subdivision Improvement Agreements must be completed, and the assurances include posting of bonds guaranteeing completion of the required Horizontal Improvements for the parcel being developed and for Vertical Improvements within the Historic Core.

Public Benefit: Historic Core

Objectives: Assure complete rehabilitation of the Historic Core consistent with Appendix I of the Reuse Plan at an estimated cost of \$34.0 million. Assure \$2.0 million capitalization of a private non-profit foundation to operate the Civic, Arts and Cultural Center of the Historic Core. Assure continued use of the Historic Core for public and not-for-profit uses of 275,000 square feet initially and 600,000 square feet ultimately.

Proposal: McMillin is required to ensure the rehabilitation of all of the historic buildings (approximately 600,000 square feet) in the Historic Core to the standard of Stage One Rehabilitation at a total estimated cost of \$24 million [DDA Attachment 18-A page 000481]. McMillin is solely responsible for the rehabilitation costs for the historic buildings outside the Civic Arts and Cultural Center (\$13.7). This \$13.7 million may be recouped through future rents charged to lessees and the sale of certain parcels. Within the Civic Arts and Cultural Center, the Foundation will attempt to raise the funds for rehabilitating the 300,000 square feet (\$10.3 million) through loans, grants, or other funding. In the event that outside funding is not available or is delayed, McMillin is required to provide a loan for the

rehabilitation costs. McMillin is eligible to be reimbursed through rents charged by the Foundation to lessees, or through grants or other funding sources that may become available to the Foundation. Reimbursement is not guaranteed. To the extent that the Foundation's fund-raising effort is successful, the rent level charged to users of the foundation space will be decreased to potentially below-market levels, thereby enhancing the Civic, Arts and Cultural Center. If the Foundation defaults on the loan from McMillin, McMillin may cure these obligations as described in the DDA [DDA page 000049]. McMillin is also required to provide an additional \$10 million in Horizontal Improvements in the Historic Core and to guarantee the completion of improvements within the historic core through performance bonds [DDA page 000023, 000047, 000071]. The Schedule of Outside Performance Dates establishes the deadline for rehabilitation of the Historic Core [DDA Attachment 3 sections 5 and 6, page 000162].

The DDA requires McMillin to establish a Civic, Arts and Cultural Foundation to manage the approximately 300,000-square-foot Civic, Arts and Cultural Center within the Historic Core. McMillin is responsible for contributing \$2.0 million in seed money toward the establishment and operation of the Foundation. Approximately \$270,000 of the \$2 million has been expended for preliminary work to form the Foundation. The remainder of the \$2 million is required as a Phase 3 condition, and it is anticipated that the \$2 million will be fully funded by the end of year 2002. The actual timing will be determined by the Foundation's implementation plan [DDA page 000024].

Upon satisfaction of all Phase Three Conditions Precedent for parcels in the Civic, Arts and Cultural Center, the Agency will lease those parcels to the Foundation [Attachment 20, page 000497]. The City may, at its option, sublease up to 10,000 square feet of ground level space in the Civic, Arts and Cultural Center for use by City departments [DDA, page 000048]. If the City exercises this option, this space would be rent-free but the City would be required to pay common area maintenance obligations that may be required of other tenants in the Civic, Arts and Cultural Center and pay for the cost of rehabilitating this space. The amount of the lease would be negotiated and brought back to the City Council for action.

McMillin is also responsible for providing construction management services to complete the improvements in the historic core required by the DDA. The "Naval Training Center Historic Preservation Civic, Arts and Cultural Foundation, General Statement of Purpose" [DDA Attachment 19 page 000493] describes the purpose, vision, responsibilities and expected results of the Foundation. The balance of the Historic Core, which is referred to as the mixed-use area, will be ground leased to McMillin, thereby maintaining City ownership and the City's ability to expand the Civic, Arts and Cultural Center.

Public Benefit: Educational Core

Objectives: Assure completion of rehabilitation and new construction of the Educational Core consistent with Appendix I of the Reuse Plan at an estimated cost of \$12.0 million. Assure that 100,000 square feet of space is reserved for use by an educational user of the City's choice.

Proposal: The DDA requires McMillin to renovate buildings in the Educational Core to the standards of Stage One/Priority One Renovation [DDA Attachments 18-A and 18-B, page 000481] at an estimated cost of \$8.1 million, in addition to providing all associated Horizontal Improvements (at an estimated cost of \$4 million).

The 100,000 square foot Building 83 on Lot 1 of the Educational Core will be conveyed to a designated institution to be selected by the Agency within 24 months of recordation of the Final Map for the Educational Core. At the appropriate time, staff will return to the Agency to recommend selection of the designated institution. This institution will be required to satisfy all Phase Four Conditions Precedent, to commence all Vertical Improvements within 48 months of recordation of the Final Map, and to complete the improvements within 24 months of commencement. The designated institution may request that McMillin advance sufficient funding for the completion of Priority One Renovation based on criteria outlined in the DDA [DDA page 000046]. The Agency/City has no responsibility to finance the rehabilitation or new construction of improvements in the Educational Core. Once all Horizontal Improvements and other Phase Four Conditions Precedent for Lot 1 are satisfied, McMillin will sell or lease Building 83 to the designated institution at no cost, based on City Council direction. The Implementation Advisory Committee recommended that the San Diego Community College District be designated as the educational institution to occupy Building 83, while allowing the District to work with other potential users to share the building. This recommendation was made after hearing a presentation by the College District. Other potential users have not yet made presentations to the Committee.

Public Benefit: Park Improvements

Objectives: Assure completion of park improvements estimated at \$14.0 million.

Proposal: The DDA requires McMillin to complete the park improvements in three phases, at a cost of \$14,779,800, pursuant to the NTC Park Improvement Agreement [DDA Attachment 12-B, page 000375]. Performance bonds will be posted for each phase. The park improvements will be defined by the General Development Plan which is currently being prepared under the guidance of the Park Subcommittee of the Implementation Advisory Committee. McMillin's financial responsibility for the park is limited to \$14,779,800 in year 2000 dollars. The \$14,779,800 was derived by inflating the \$14 million allocation established in the 1998 Reuse Plan to account for inflation to year 2000 dollars. Any cost overruns and cost increases beyond the \$14,779,800 that are due to inflation are McMillin's responsibility. If the park development costs exceed the estimated budget by 10% or less net of inflation, then McMillin will front the funds subject to reimbursement by the Agency from future NTC project property tax increment funds. If changes to the park plans and specifications cause the costs to increase beyond 10% net of inflation, the City will be responsible for financing and constructing those park improvements which exceed the estimated budget [DDA page 000123], using other available funding sources. The Agency would not bear any liability for these additional park improvements.

Public Benefit: Infrastructure

Objective: Assure completion of all infrastructure improvements needed for the build-out of NTC.

Proposal: The DDA requires McMillin to complete all offsite and onsite infrastructure improvements (“Horizontal Improvements”) as described in Appendix I of the NTC Reuse Plan, at an estimated cost of \$62.4 million (of which \$10 million is a part of the \$34 million commitment within the Historic Core). The improvements are to be constructed in stages, as provided in the Schedule for Delivery of Payment and Performance Bonds [DDA section 6.11.d page 000095]. The Phase Three Conditions Precedent obligates McMillin to post payment and performance bonds covering labor, materials and faithful performance of the construction or rehabilitation of all Horizontal Improvements. McMillin intends to finance the cost of infrastructure improvements with a combination of equity and debt (including, if and to the extent approved by the City, Community Facilities District bonds). Prior to conveying any parcel to a builder for the construction of Vertical Improvements, McMillin or its assignee is required to post completion bonds for the Vertical Improvements and to complete all applicable infrastructure improvements identified in Appendix I. The Agency retains its right of reverter until all the vertical improvement completion bonds are posted.

Financial Liability: Cost increases and operating deficits

Objective: Protect the Agency from liability for cost increases (except those resulting from City/Agency or California Coastal Commission requested changes) and operating deficits.

Proposal: All development costs, including any cost overruns, all hard costs, soft costs, the cost of services, wages to be paid to employees of McMillin, and any assignee, contractor or subcontractor are the responsibility of McMillin or its assignee. There is no cost or liability to the Agency except for City-Imposed Additional Costs. McMillin will provide up to \$4.2 million for landscaping, maintenance, and security to cover any costs not covered by interim leases. The \$4.2 million will be available from the time of execution of the DDA, until the time that McMillin takes title to the last parcel (approximately year 2009). In the event the \$4.2 million runs out, the City is liable for cost overruns related to the park, and the Agency is liable for cost overruns related to the balance of NTC [DDA page 000084].

Profit Split

Objective: Assure that the Agency will receive 50% of the net profits from development of NTC.

Proposal: The Participation Agreement [DDA Attachment 7 page 000261] provides that the Agency receives 50% of the Cash Available for Distribution [DDA Attachment 7 section 1 page 000261]. The Agency's share is expected to be \$1.7 million, and will be achieved in approximate year 2009. The Profit Available for Distribution is derived as follows:

Gross Revenues	[DDA Attachment 7 section 2. (l) page 000264]
S Development Costs	[DDA Attachment 7 section 2. (h) page 000262]
= Cash Flow	[DDA Attachment 7 section 2. (f) page 000262]
S Working Capital Reserve	[DDA Attachment 7 section 2. (t) page 000265]
S Preferred Return 12 percent	[DDA Attachment 7 section 2. (p) page 000265]
= Cash Available for Distribution	[DDA Attachment 7 section 2. (d) page 000262]

Agency 50 percent
McMillin 50 percent

Tax Revenues

Objective: Assure that no transient occupancy tax (TOT) is obligated for NTC and that property tax increment revenue generated within the redevelopment area is used within NTC.

Proposal:

The DDA requires McMillin to pay for all of the improvements required by the Reuse Plan, without any Agency or City financial assistance. To the extent that the Agency or City requires additional improvements beyond those required by the Reuse Plan generally, and Appendix I specifically, the Agency is required to reimburse McMillin from future NTC property tax increment funds. If there is a dispute regarding whether an improvement is required by the Reuse Plan and Appendix I, the DDA includes an arbitration provision [DDA 9.16 page 000125].

A Cooperation Agreement between the City and Redevelopment Agency is proposed to establish the terms of conveyance of NTC from the City to the Agency. The Agency will purchase NTC from the City for \$8.3 million. This Agency payment to the City is deferred until sufficient property tax increment revenues are available after the Agency's obligations under the DDA (if any), repayment of bond debt, and improvements required by the Redevelopment Plan and Reuse Plan have been met. The Agency's debt to the City will be repaid with eight percent interest compounded annually. The Agreement calls for City/Agency cooperation and mutual assistance. The Agency will reimburse the City for costs and expenses incurred by the City on the Agency's behalf, if NTC property tax increment funds are available [DDA Attachment 21 page 000568].

The DDA provides for the ground lease of parcels in the mixed-use area of the Historic Core and the two hotel parcels. In order to optimize McMillin's ability to ground lease the hotel parcels, the DDA provides for a 66-year lease term, which is the maximum permitted for State Tidelands properties.

The DDA does not commit any existing or future TOT revenues for development within NTC.

COMMUNITIES FACILITIES DISTRICT

McMillin's financing plans include the proposed issuance of Community Facilities District (CFD) bonds to fund approximately \$13 million in improvements. All aspects of the formation of a CFD and any subsequent issuance of bonds must conform to Council Policy 800-03. The financing will be structured to provide for the acquisition of completed facilities. Prudent fiscal practice and City policy require that the value-to-lien ratio be determined after evaluation by appropriate financing professionals and after completion of a feasibility report. Additionally, the requirements of the Council Policy pertaining to developer initiated districts will be followed.

Agency and City-owned property will be exempt from payment of the special taxes, except for the 10,000 square feet of office area in the Civic, Arts and Cultural Center that the City has the option to lease from the foundation. Special taxes will be levied on this space to the extent that such taxes are levied against other properties in the Civic, Arts and Cultural Center. Property owned by the Agency and/or City that is leased long-term for private use may be eligible for inclusion in the CFD and subjected to special taxes, provided that the special taxes are secured by the leasehold interest and not the owner of fee title to the property, and also provided that in no event would the Agency or the City ever be liable for payment of the special taxes.

It is anticipated that McMillin will formally request and the City Council will consider the early formation consistent with that portion of the Mello-Roos Community Facilities Act of 1982 (the Act), as amended, that allows for early formation by a public agency owning property on a closed military base [Government Code Section §53317 (f)]. Early formation will be considered following resolution of all tidelands issues with the State and Precise Plan Approval as that term is defined in the DDA. Formation of the district alone will not obligate the City to issue bonds; this can only be done through the appropriate legislative actions required under the Act and applicable City Policy.

CONCLUSION:

In the DDA, McMillin has agreed to cause the redevelopment of NTC by obtaining all entitlements, constructing the infrastructure, causing improvements to be made to the Historic Core and Educational Core, and selling or ground leasing certain parcels to parties who will rehabilitate or construct the buildings and other improvements on the site.

ALTERNATIVES:

1. Continue the hearing and direct the Agency negotiating team to resume negotiations with McMillin on specific terms of the proposed DDA.
2. Reject the proposed DDA and terminate the Exclusive Negotiating period with the McMillin companies.

Respectfully submitted,

_____[signed]_____
Tina Christiansen
Planning & Development
Review Director

_____[signed]_____
Hank Cunningham
Economic Development &
Community Services Director

_____[signed]_____
Approved: George Loveland
Assistant City Manager

- Attachments:
1. DDA Flowchart
 2. Agency Objectives
 3. Structure of the Transaction
 4. Project Budget
 5. Disposition and Development Agreement between the Redevelopment Agency of the City of San Diego and McMillin-NTC, LLC (under separate cover - City Council packets only); (available for public review at the Point Loma Branch Library, Main Library, Peninsula Community Service Center, and City Administration Building, 202 C Street, 5th floor; available for purchase at 202 C Street, 5th floor).
 6. Summary Report Pertaining to the Sale of Real Property
 7. List of McMillin Team Members
 8. Land Use Map
 9. Ownership Map
 10. Developer Obligations and Funding Sources
 11. Appendix I of the Reuse Plan (under separate cover)

CHRISTIANSSEN/MEE